

THIS AGREEMENT is made and entered into this 1st day of

November 1989 between:

PPG CANADA INC

Coatings & Resins Group at Clarkson
in the Province of Ontario

Hereinafter referred to as the Employer
or the "Company"

of the first part

and

ENERGY & CHEMICAL WORKERS UNION

Local 200
Hereinafter referred to as the "Union"

of the second Part

ARTICLE I- PURPOSE OF AGREEMENT

Section 1:

The purpose and intent of this agreement is to provide an orderly procedure for collective bargaining, for the prompt and equitable disposition of grievances, and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

Section 2:

In consideration of the obligations assumed by the Company in this Agreement, the Union is fully in accord with the objective of achieving in this plant the highest level of employee performance, productivity and efficiency consistent with safety, good health and sustained effort in order that the Company may receive a fair day's work for a fair day's pay as provided for in this Agreement. Further the Union agrees that its agents and its members will not authorize or condone any action which interferes with the attainment of such objective.

ARTICLE II - RECOGNITION

Section 1:

- (a) The Company recognizes the Union as the sole and exclusive representative and bargaining agent for the Company's employees, as defined in subsection (b) hereof, for the purpose of collective bargaining in respect of wages, hours and other working conditions.
- (b) For the purpose of this agreement, the term "employee" shall not include the non-working foreman; persons above the rank of non-working foreman; Laboratory Technicians; Sales and Office Staff; and general office cleaning staff. Unless the context clearly provides to the contrary, the male gender shall include the female gender.

Section 2:

The Company recognizes and will not interfere with the right of its employees to become members of the Union and agrees that there shall be no discrimination; interference; restraint or coercion by the Company or any of its agents against any employee because of membership or activity of the Union, or against any employee who may represent other employees in the discharge of his duties as a member of a Union Committee.

Section 3:

The Union recognizes that no employee is required to join the Union or maintain membership therein and agrees that neither the Union or any of its members will interfere with, intimidate, abuse or coerce any worker in the Company's plants whether such worker is a member of the Union or not.

Section 4:

No foreman or other supervisory employee except Supervisor of Maintenance Department, or employee not covered by this Agreement shall perform duties of employees covered by this agreement, except

- (a) in emergencies
- (b) in connection with the instruction of an employee
- (c) in the interest of avoiding an accident
- (d) in connection with the experimental program
- (e) tinting foreman

In both (d) and (e) an hourly rated employee must be present at all times. The "Tint" addition under (e) must not exceed more than a quart of paste at one time.

It is agreed however, that the Supervisor of Maintenance Department shall not normally do work which other Maintenance Department personnel are capable of doing.

ARTICLE III - REPRESENTATION

Section 1:

The Bargaining Committee shall not exceed three members. A representative of the Energy & Chemical Workers Union shall be permitted to assist the Committee in all negotiations. The Company agrees to pay employees who are members of the Bargaining Committee straight time for those hours spent meeting with management during which they would normally have been working. These payments would continue up to Conciliation. If there are more than two (2) members of the Bargaining Committee, from the same department, bargaining may have to be done outside regular working hours.

Section 2:

The Company agrees to recognize not more than nine Shop Stewards, one from each of the following Departments, and who would not necessarily be members of the Bargaining Committee.

- | | | |
|----------------------|---------------------------|-----------------|
| (1) Shipping | (4) Stripping & Polishing | (7) Maintenance |
| (2) Receiving | (5) Pre-Assembly | (8) Mills |
| (3) Batch Processing | (6) Filling | (9) Lye Room |

The Shop Stewards shall be allowed time off from their work with no loss of pay for the purpose of investigating or handling grievances arising in this plant, providing the employee first obtains permission from his foreman, such permission will not be unduly withheld. The employee shall record on his time card his time of leaving and returning to his job. The Union shall notify the Company in writing of the names of the Stewards. If it is necessary to appoint a temporary Steward to cover the afternoon or night shift, this notification to the Company need not be in writing.

Section 3:

The Grievance Committee will consist of three members as follows:

- (1) A Departmental Steward
 - (2) The Chairman of the Bargaining Committee
 - (3) One Member of the Bargaining Committee.
- A full time or District Officer of the Union may attend meeting if requested.

Section 4:

It is understood that either a Steward or Union official but not both from a Department shall, after receiving permission from his foreman, be permitted, during his working hours, without loss of pay, to leave his regular duties for a reasonable length of time in order to investigate and settle grievances in the group he represents. The employee shall record on his labour distribution sheet his time of leaving and returning to his job. Permission is not to be unduly withheld.

Section 5:

Members of the Union, not exceeding three in number, shall be granted reasonable leave of absence without pay for the transaction of Union business upon receipt of one week's advance notice, when absence will be of more than one day's duration, and providing there is not more than one employee from any department from each shift.

Section 6:

No hourly rated employees may be a member of the Bargaining Committee with less than one year's seniority or a Shop Steward with less than six months' seniority.

Section 7:

The President of the Local Union shall be allowed to work day shift only if he so requests, providing it does not interfere with the operation of the Plant and if his classification consists of at least three or more hourly-rated employees. The Company must be given thirty (30) days notice of such a request to work day shifts or to revert to normal shift. If the President declines this option, then the Chief Steward shall be given the same option.

ARTICLE IV - UNION SECURITY

Section 1:

During the lifetime of this Agreement, the Company agrees to deduct from the pay of each employee covered by this agreement, who at the date of execution of this agreement is a member of the Union, or who later becomes a member of the Union, and from the pay of every person not now an employee of the Company, but who becomes an employee during the lifetime of this Agreement, the regular union dues uniformly assessed in accordance with the constitution and by-laws of the Union. Such deductions will be made weekly. The Company shall submit all such deductions for each monthly period, in accordance with their closing date for each month, to the Financial Secretary of the Union not later than the 15th day of the following calendar month.

The Company shall submit to the Union, monthly, a list of those employees from whom union dues have been deducted. Dues will not be deducted for any week during which the employee is not entitled to a minimum of three days' pay. Full time employees shall pay union dues after completion of the initial probationary period. Students hired by the Company for a limited period shall pay dues, commencing at the start of their employment, for every week during which they are entitled to a minimum of three days' pay.

ARTICLE V - MANAGEMENT

Section 1 :

Except as otherwise provided in this Agreement, the Management of the plant and the direction of the working force remains an exclusive management function. This right of management includes such functions as: the right to plan, schedule, direct and control operations; to study or introduce new or improved production methods or facilities; to maintain or establish new or improved rules and regulations, covering the operation of the plant; to hire, promote, demote, assign and transfer employees; to classify employees and to layoff, suspend, discharge, discipline or otherwise relieve employees from duty. In no case shall the exercise of the above prerogatives of management be in derogation of any of the terms and conditions of this Agreement.

Section 2:

The Company agrees that where it becomes necessary to discharge or suspend an employee, that such employee shall, at the time of his suspension or discharge, be given the reason therefore in writing, and be informed that unless a complaint is filed in writing with the Company within forty-eight (48) hours (exclusive of Saturdays, Sundays and holidays), after such suspension or discharge, the particular case will be considered as closed. A Union representative shall be present when an employee is disciplined, suspended or discharged. If after a requested investigation, the Company determines that the employee was improperly suspended or discharged, the Company will reinstate said employee and pay full compensation to him at his regular rate for the time lost unjustly up to and including the time reinstatement was offered. If an employee is offered reinstatement with back pay, he must notify the Company of his acceptance within two full working days and must report for work within five full working days.

Section 3:

The Company shall deal promptly with all matters of discipline. All records of disciplinary action taken by the Company shall not be referred to after six months in a non-related offence and one year in a related offence.

Section 4:

The Company shall provide the Union with copies of notices of layoffs, recalls and temporary and full-time job postings.

ARTICLE VI - WAGES

Section 1 :

Wage Rates and Classifications

The wage rates and job classifications shall be as set forth in Schedule "A" in this Agreement and shall be effective from November 6, 1989 to November 22, 1992.

Section 2:

On a three-shift operation basis a premium of 55 cents per hour (60 cents effective November 24, 1991) will be paid for such work actually performed on the second shift and a premium of 60 cents per hour (65 cents effective November 24, 1991) for such work actually performed on the third shift, in addition to the straight time rate of all jobs regularly scheduled on a rotating basis or a fixed second or third shift.

Section 3:

It is recognized that changing conditions may from time to time require the adjustment or modification of existing wage rates or the installation of a new wage rate not in effect on the plant's wage scale as of the date of this Agreement. This may be due to new manufacturing processes, new products, new units, new occupations, etc. In such cases management will develop an appropriate wage rate.

Section 4:

The wage rate developed by the Company will be discussed with the Union Committee representing the employees affected, and sincere effort shall be made to arrive at a mutual agreement on such rate. If such agreement is not reached, the rate proposed by the Company shall be put into effect.

Section 5:

During a trial period of not to exceed thirty (30) days of work, the Union may file a complaint alleging an inequity with respect to such wage rate. If a complaint is not filed within such thirty (30) day period, the rate shall be considered satisfactory and shall remain unchanged for the life of this Agreement.

Section 6:

If a complaint is filed under Section 5 of this Article, is processed through the settlement of complaint procedure, and is ultimately appealed to arbitration, the arbitrator's decision shall be governed by the principle that a new or adjusted wage shall bear a fair relationship to the rate of other jobs in the plant. The decision shall be effective as of the date when the employee was assigned to the new or adjusted wage rate.

Section 7:

An employee required to work on a lower rate job will receive his own regular rate of pay for five (5) working days. This provision will not apply if he successfully bids for a lower rate job. If required to work on a job paying a higher rate than his regular rate, he will receive the rate for such a job. However, when their regular work is not available, employees may go home, or may accept work on jobs other than their own, for which they will receive the rate of pay for the work to which they are assigned.

Section 8:

When an employee is required to work one hour or more beyond his regular quitting time, he shall receive a meal allowance of \$4.50 unless he was advised the previous day. Such meal allowance is to be paid at the time the overtime period begins.

Section 9:

An employee other than a Lead Hand, who is selected by management to train another employee for a period of time in excess of 2 hours will be paid 15 cents more than his regular hourly rate for the time actually spent training another employee.

ARTICLE VII - HOURS OF WORK

Section 1:

The provisions of this Article shall provide for the hours of work and shall not be construed as a guarantee of any specified hours to work per day or week, or of work per week, or as limiting the right of the Company to request any employee to work any specified number of hours either per day or per week.

Section 2:

The normal daily hours of work shall be eight hours per day and 40 hours per week. It is understood that the normal day in accordance with the present custom shall be:

Day Shift	7:00 a.m.	-	3:30 p.m.
Afternoon Shift	3:00 p.m.	-	11:30 p.m.
Night Shift	11:00 p.m.	-	7:30 a.m.

A thirty minute lunch period shall be provided for each shift

Pay for the period from 11:00 p.m. to 12:00 Midnight Sunday night shall be at the employee's regular straight time basic hourly rate.

Section 2 (a):

In the case of the Stripping & Polishing Operator and the Mill Operator when working a continuous schedule, (four crews covering twenty or twenty-one shifts of work per week), their normal days of work shall be in accordance with the posted work schedule in effect at the beginning of the work week. It is understood the specific continuous shift schedule will be reviewed with the Union at least 30 days prior to implementation. Every effort will be made to take into account the desires of the employees who will be working the continuous shift schedule.

Section 3:

A rest period of ten minutes (10) in each half shift will be provided.

Section 4:

It may become necessary to establish regular and continuing work schedules which do not conform with the above, however, every effort will be made to keep this to a minimum.

In circumstances where the Company finds that it is necessary to cut back its production, before resorting to a reduction in hours of work, the Company agrees that it will reduce the work staff by 25%.

Should additional reduction become necessary the Company shall have the option of laying-off additional employees or reducing the hours of work of the remaining employees subject to a maximum reduction to 32 hours per week. Should subsequent reductions be necessary the Company will lay-off additional employees in accordance with their seniority standing.

The introduction of such new work schedule shall be discussed with the Union and as far in advance as it is practical.

Section 5:

Employees of the Slurry Room and those working in Batch preassembly shall be permitted 20 minutes at the end of their regular shift to wash up. All other employees will be permitted five minutes at the end of their regular shift for wash up.

All employees will be permitted a five minute wash up period prior to lunch period.

No deviation from the above procedures are allowable without prior consent of the employee's foreman for each deviation.

Section 6:

When an employee is requested to work mid-nights which is not his regular scheduled shift, he will be paid a two hour bonus each time he is requested to change shifts to mid-nights, this applies to a mid week change.

ARTICLE VIII - OVERTIME

Section 1:

The provisions of this article are intended only to provide the basis for the calculations of, and payment for overtime, and shall not be construed as a guarantee that there will be any overtime per day or week.

Section 2:

Employees available for work, shall work overtime if and when required, unless unable to do so because of health or personal commitments. Overtime shall be paid for hours worked in excess of the employee's normal day or normal week as defined in Article VII.

Section 3:

(a) Time and One-Half Pay

Working hours for which employees shall receive time and one-half are as follows:

1. For the first three (3) hours outside his regular working hours in any one day.
2. For the first three (3) hours of work performed on a Saturday.

(b) Double Time Pay

Working hours for which employees will receive double time pay are as follows:

1. For hours in excess of three (3) hours outside his regular working hours in any one day.
2. For all hours in excess of three (3) hours of work performed on a Saturday.
3. For all hours on Sunday.
4. Statutory Holidays

(c) Overtime rates will not apply to Engineer-Maintenance Personnel working on jobs regularly scheduled for Saturdays or Sundays. If regular Saturday and Sunday work is instituted the Company agrees to discuss it with the Union as per Article VI, Sections 3, 4, 5, 6.

(d) The time and a half and double time rates shall not be applicable to employees working a continuous schedule. Employees working a continuous schedule will receive the following:

1. A premium payment of fifty cents (.50) for each hour actually worked on Saturday and Sunday, and with the premium being paid as a supplemental payment in a manner similar to Shift Differential.

2. Time and a half for the first three hours actually worked on overtime and double time for each continuous hour worked thereafter on the employee's scheduled work day and on the employee's first scheduled day off.
3. Doubletime for all hours actually worked on an employee's second or subsequent scheduled day off.

Section 4:

Daily and weekly overtime will not both be paid for the same hours of work. This means that any hours worked beyond eight hours a day for which overtime is paid, will not be counted at the end of the week in computing total hours worked in the week. Premiums or penalty payments will under no circumstances be duplicated for the same hours of work.

Section 5:

The Company will endeavor to divide overtime equitably among the group of employees regularly assigned to that work which requires overtime. The Shop Steward in each department shall be responsible for a record of hours charged to each hourly rated man in his Department. The Shop Steward will ask the men, required by the Foreman to work overtime, according to his record of Department overtime. This overtime record shall be compared with that of the Foreman's record.

When a situation requires more overtime than can be adequately handled by the regular employees readily available in the affected department, additional workers will be obtained through the following sequence of steps:

- (a) Employees on temporary posting or transfer in affected department and shift.
- (b) Probationary employees in the affected department and shift
- (c) Regular employees from the same shift in other departments and who, as a result of previous work experience in the affected department, are qualified to handle the job required.
- (d) Students from same department and shift or other department, same shift.

Section 6:

Any employee who is called back to work not continuous with his regular working hours either before or after shall receive pay at the overtime rate applicable for the actual time worked, or shall receive not less than three hours pay at his regular rate, whichever is the greater.

Section 7:

When the employees are requested to work overtime at the end of their shift, they shall be permitted a ten minute break during the last ten minutes of their regular scheduled shift. Subsequent breaks may be taken in accordance with the break periods of the next shift. When employees are requested to work up to three hours overtime prior to their regular scheduled shift, their breaks may be taken in accordance with the break periods of the preceding shift. They shall be permitted a ten minute break during the last ten minutes of the overtime period.

Section 8:

At no time shall there be fewer than two (2) employees assigned to work in a particular production area. The specific intent is to ensure the safety of employees. Production areas do not include Maintenance or those areas where Shipping or Receiving activities are carried out unless an unsafe condition exists. Employees in production areas must be within sight of one another.

Section 9:

Operators in the Stripping/Polishing Plant shall not leave their jobs at the end of their shifts until properly relieved. When a shift spot vacancy (defined as a vacancy which was not known twenty-four (24) hours in advance) occurs in the SIP Plant and the management determines it is necessary to fill the vacancy by overtime, the sequence for filling the four (4) hours shall be:

- (a) Offer overtime to the off-going employees in the classification.
- (b) Call in an employee from the next shift.
- (c) If the vacancy is not filled by the above sequence and no qualified off-going employee volunteers to work such hours, then the qualified employee with the least plant seniority will be required to fill it.

The sequence for filling the last four (4) hours shall be:

- (a) Call in an on-coming employee in the classification
- (b) Continue with the employee who worked the first four hours.

Section 10:

Notification of weekend overtime will be given to the appropriate union stewards by the end of their respective Thursday shifts. If such notice is not given in accordance with the above commitment, employees who work Saturday and/or Sunday shall receive a two (2) hour bonus at straight time for each day actually worked.

ARTICLE IX - REPORTING TIME

Section 1:

Any employee who is required to report to work at a regular scheduled time shall receive a minimum of four hours' pay at his regular rate, but at the option of the Company, shall perform four (4) hours of such available work as the Company may assign, and if he refuses to do so, shall not be entitled to the four (4) hours' pay. The provisions of this section shall not apply if any situation beyond the Company's control prevents or interferes with work being provided.

ARTICLE X - INSURANCE

Section 1:

In view of earlier agreements wherein insurance benefits were given in lieu of rate increases, the Company has agreed to continue to pay for the package insurance plan for employees and dependents for the term of this contract with the Company retaining the right to place the coverage with the carrier of its choice provided the level of benefits and service are the same. The Union shall be provided with a copy of the contracts with the insurance carriers.

- (a) 1. Ontario Health Insurance Plan.
2. Blue Cross Supplementary Plan (Semi-Ward Coverage) effective first day of the month following date of employment.
- (b) Blue Cross Extended Health Care - effective first of the month following date of expiration of probationary period. Company to handle deductible portion as required.
- (c) Weekly Indemnity - 66 2/3% of Basic Wage, to a maximum of \$450.00 per week for first 26 weeks
Payment first day of accident.
Payment first day for hospitalization.
Payment fourth day for illness.
Non-related illness after one day at work.
Related illness after 14 days at work.
Effective first day of the month following date of expiration of probationary period.
- (d) Life Insurance for an amount of \$20,000 effective November 24, 1989 for those employees actively at work on this date, otherwise it is effective upon their return to active employment.

Life Insurance for an amount of \$22,000 effective November 24, 1990.
Life Insurance for an amount of \$24,000 effective November 24, 1991.

Coverage is effective after three months employment with the Company.

- (e) In the event of a lay-off, the affected employee's fringe benefits payments will be suspended for the term of the lay-off except for the benefits described in Section 1 (a) (b) (d) and (g) which will be continued until the end of the sixth month following the month in which the lay-off occurs.

At the end of the sixth month, the employee may continue the identified fringe benefits coverage by paying the full monthly premiums for each of the benefits. **Payment is to be made on a monthly basis and may be continued until the end of the employee's recall rights.**

- (f) The Company will provide Green Shield Dental Plan plus 3, or a plan providing equivalent benefits and service, effective the first day of the month following date of expiration of probationary period, as per the current schedule of Ontario Dental Assoc. Schedule of fees or as they may be revised during the term of the Agreement.

- (g) Accidental Death and Dismemberment for an amount of \$20,000 effective November 24, 1989 for those employees actively at work on this date, otherwise it is effective upon their return to active employment.

Accidental Death and Dismemberment for an amount of \$22,000 effective November 24, 1990.

Accidental Death and Dismemberment for an amount of \$24,000 effective November 24, 1991.

Coverage is effective after three months employment with the Company.

- (h) An employee with less than 5 years seniority who goes off work due to illness or injury will have the insurance benefits listed under (a), (b), (d) and (f) of this Section 1 continued at no cost to the employee for a maximum period of 6 months. An employee with 5 or more years seniority who goes off work due to illness or injury will have the insurance benefits listed under (a), (b), (d) and (f) of this Section 1 continued indefinitely at no cost to the employee.

The insurance benefits in either case are subject to termination under the earlier of the following conditions:

- 1) His status as an employee is terminated under the then existent Labour Agreement for reasons other than illness or injury.
- 2) He accepts gainful employment.
- 3) It is medically determined there is a job in the Plant he could perform and which he could hold by virtue of his seniority.
- 4) The earlier of his 65th Birthday, early retirement or death

- (i) An employee with 5 years of service or more at the time a disability commences will be covered under a Long Term Disability Plan a specimen of which has been presented to the Union.

The LTD premiums will be paid for by the Company.

The LTD Plan will include the following:

- 1) Coverage shall be for disabilities commencing on or after June 1, 1979.
- 2) Benefits to commence after 26 weeks of total disability.
- 3) Amount: $\frac{2}{3}$ of base pay rate is determined under the weekly indemnity benefits rate, subject to a maximum of \$1,250 per month after integration with amounts entitled under the W.C.B. or C.P.P. Adjustments to be made on initial payment only. Benefits under this sub-paragraph (i) are subject to the termination provision of sub-paragraph (h) above.

Section 2:

In the event of early retirement, the employees' fringe benefit payments will terminate except for the benefits described in Article X, Section 1 (a), (b) which will be continued until age 65. *Death benefit, on.p., blue cross sm. - private extended health*

For employees who retire at age 65, or for retired employees upon attaining age 65, the employee's fringe benefit payments will terminate except for the benefits described in Article X, Section 1 (a)2, (b). *Death benefit, blue cross (semi-private or extended health*

Employees who retire on or after December 1, 1989 will be provided with a death benefit of \$3,500.00 at no cost to the retired employees.

Section 3:

Effective June 1, 1980, the Company will provide a non-contributory Pension Plan. The terms and conditions of that Plan are set forth in the Plan Document.

ARTICLE XI - VACATION

Section 1:

The Company will comply with the provisions of Hours of Work and Vacations with Pay Act and reserves the right to either shut down the Plant for one week's holiday or stagger the holidays of the employees between May 1st and November 1st in the calendar year. Employees may request to use vacation entitlement outside the normal period of May 1st to November 1st.

Section 2:

In order to be eligible for vacation pay during any calendar year, an employee:

- a) Must have as of June 30th a service record of one or more years with the Company.
- b) Must have worked a minimum of 1,000 hours during the previous twelve months

Section 3:

The length of vacation shall be two weeks for employees with over one year's continuous service, three weeks for employees with five or more continuous years, four weeks for employees with ten or more years of continuous service and five weeks for employees with twenty or more years of continuous service.

Section 4:

Vacation Pay for all employees shall be computed on the basis of payment at the employee's regular rate of pay as of June 30th or 2% of his previous 12 months earnings for each week of vacation, whichever is the greater. Vacation credits shall be based on the employee's seniority in the calendar year. However, if an employee ceases to be employed by the Company prior to the anniversary date of his seniority, and he has already received his vacation during that year, the difference in monetary value of that vacation time received and that vacation time earned at termination will be deducted from his final pay cheque.

Section 5:

The following rules will apply to the granting of vacations:

- (a) Vacations earned in excess of four weeks may not be taken in one continuous period.
- (b) The Company agrees to allow a minimum of six employees from Batch Processing, three from Pre-Assembly and two from Maintenance Departments. In the event, the number of Pre-Assemblers falls below twelve, the Company will allow a minimum of two Pre-Assemblers. In the event the number of Batch Processors falls below sixteen, the Company will allow a minimum of four Batch Processors.
- (c) There can be up to six employees from each of Filling and Mill Department
- (d) In the case of death, vacation pay owing to the deceased employee will be paid to the heirs of the employee.

ARTICLE XII - STATUTORY HOLIDAYS

Section 1 :

The following eleven (11) holidays are recognized under this agreement:

- New Year's Day
- The day after New Year's Day.
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Employee's Birthday

Section 2:

All regular fulltime employees shall be paid eight hours Statutory Holiday pay for each holiday set forth in Section 1 above, at the regular straight time base hourly rate although no work is performed; provided that such employees work the last scheduled work day prior to and the next scheduled work day after the holiday, provided further there shall be no deduction if absence on the regular working day before or after such holiday is due to the expressed permission of the employer. If any of the above Statutory Holidays falls on Saturday or Sunday the Monday following shall be observed as a holiday.

Section 3:

Any of the employees who work on any of the holidays specified in Section 1, will, in addition to the payment provided for in Section 2, receive pay at the rate of double his regular rate for all such hours as may be worked on such a holiday.

Section 4:

Employees on leave-of-absence shall not be eligible for Statutory Holiday pay when the holiday falls during the leave-of-absence period except for leave granted during the Christmas-New Year period.

ARTICLE XIII - SENIORITY

Section 1 :

The seniority of an employee shall be determined by the length of service computed in years, months and days, from the date of his most recent hire as an employee coming within the scope of the Bargaining Unit.

Section 2:

New employees and former employees re-hired following their loss of seniority, will be regarded as probationary employees for the first sixty (60) working days of employment and will not receive seniority credit during such period. During this period of probationary employment the probationary employee may be laid off or discharged. After an employee has completed his probationary period of employment, he shall receive seniority credit back to the date of his most recent original hire. The probation period may not be extended beyond the actual 60 working days for each probationary employee.

Section 3:

The Company shall post a seniority list and shall revise it from time to time as may be necessary to keep it up-to-date. The Union shall receive eight copies each time.

Section 4:

(a) In all cases of promotion, demotion or in the transfer of employees, seniority shall be the governing factor, it being understood that of course, that the employee must have the ability to perform the new job in accordance with Management's judgement, subject to the grievance procedure and Section 4(d).

In the event of lay-off from the plant, employees shall be laid-off in the reverse order of their bargaining unit seniority. This will not include employees in the classification of Tradesmen and Maintenance A, but they will not be permitted to do any work outside their classification while the provisions of this paragraph are in effect.

Employees will be recalled to work in order of their bargaining unit seniority, that is, the senior laid-off employee with recall rights will be recalled first provided the employee has the ability to perform the job.

(b) All vacancies in respect of existing or new positions, except in cases of temporary transfer, shall be posted on the bulletin boards for three (3) working days, and employees may bid for such position during that period.

(c) In the event a posted position is not filled by the posting procedures, the Company may fill the vacancy by:

- a) appointing a probationary employee, or,
- b) hiring a new employee, or
- c) appointing the least senior employee within the bargaining unit

(d) Temporary transfers shall not exceed thirty calendar days unless otherwise mutually agreed upon. Management shall choose the man to be transferred. However, the employee selected shall have the right to refuse such transfer providing there is an employee available in the classification with less seniority.

(e) When the Company anticipates a temporary production or manpower condition to last more than 30 calendar days and a maximum of three months a TEMPORARY JOB POSTING shall be made. Section 4 (a), (b) and (f) of Article XIII will apply. These Temporary Job Postings will be discussed in advance with the Union. The Posting will indicate expected duration, significant qualifications, and any vacation restrictions. Any extension of the Temporary Posting beyond the original published expiry date shall be by mutual agreement. If the Company, at the conclusion of the term of the Temporary Posting, decides the job shall become permanent, it shall be reposted as a permanent vacancy in accordance with Section 4(b). An employee on a Temporary Job Postings shall receive the rate of that job for the duration of his actual employment in that category.

It is understood that occupants of the classification of SIP Plant Operator, Tradesman, Maintenance A and Maintenance B shall have the right to bid on temporary job postings. However they will be by-passed where the awarding would result in operational inefficiency.

(f) An employee shall retain his seniority in his former classification during the term of his temporary transfer or posting.

(g) Students, hired by the Company to work during the periods of regular employee vacations, may be assigned by the Company to work in any department. They may also be transferred by the Company to other departments, due to vacations or illness, as required to maintain a satisfactory level of production throughout the factory. Students will not be permitted to bid on any job postings. The Company agrees that hiring of such students shall be limited to the period of April 1 to October 1.

(h) An employee will not be permitted to disqualify himself following the removal of the job posting. In the event an employee is unable to perform the duties of his new job within a reasonable period of time, after being transferred to the new position, he may be disqualified by the Company and returned to his previous position.

(i) An employee is only permitted to apply for a job posting once every three months and only twice in any calendar year, if he is the successful candidate.

(j) Probationary employees shall not be permitted to participate in the job posting procedure until they have successfully completed their probationary period.

Section 5:

When an employee is promoted into a supervisory position, and is subsequently returned within one year to his department, he shall return with plant seniority accumulated at the time of his return.

Section 6:

When an employee accepts a full-time position with the Union, he may return to his former department and be credited with:

- (a) his plant seniority as of the date of his acceptance of the Union position and
- (b) seniority accumulated while on the full-time Union position but not to exceed one year

Section 7:

Loss of Seniority

An employee will automatically lose his seniority and cease to be an employee of the Company for any of the following reasons:

- a) If he quits.
- b) If he is discharged for proper cause.
- c) If he exceeds a granted leave of absence without the Company's previous consent in writing or without justifiable cause as determined by the Company.
- d) If he accepts gainful employment while on a granted leave of absence except as provided in Section 6 of this Article.
- e) If he is on a continuous layoff for more than two (2) years.
- f) If he is recalled to work following a layoff and fails to report to work within 5 days or fails within the 5 days to give Management satisfactory reasons for not reporting to work. Employees must notify the employment office at the plant of any change of address at which time they will receive a receipt from the Company that such notice has been given. The Company will only be responsible for locating employees by letter mailed to the address shown on the employment records.
- g) If for any reason he is absent from work for two consecutive working days without notifying the Company, unless absent for a good cause excusable by management.
- h) If the employee suffers injury or illness due to secondary employment for wages, other than for PPG Canada Inc., Clarkson Works, and makes claim for benefits through the PPG paid Weekly Indemnity, or represents such injury or illness to have occurred due to PPG Clarkson Works employment.

Section 8:

In the event of impending lay-off the Company will give a minimum of five (5) days written notice to affected employees whenever possible.

ARTICLE XIV - LEAVE OF ABSENCE

Section 1 :

Employees, for a reasonable cause, may be granted leave of absence without pay, but without loss of seniority. All requests for leave of absence shall be in writing and shall state the reason for the request.

Section 2:

No leaves shall be granted for period in excess of three months. However, employees granted leave for three months may apply for extension if application is filed ten days before the expiration of the three month period, and consideration will be given to their request. Article XIII, Section 6, shall apply for Union business.

Section 3:

Accumulated leaves shall in no instance exceed a period of one year in duration.

Section 4:

Leaves of absence may not be granted where doing so would interfere with production.

ARTICLE XV - SAFETY

Section 1 :

The Company will continue to make reasonable provision for the safety and health of employees at work and the Union will encourage employees to observe the Company's rules regarding health and safety.

The Company shall provide health and safety training and education to each employee to enable them to work with a minimum of risk at his/her own job or any job to which they may be subsequently assigned. As technological changes are introduced which require alternative safety measures, appropriate training and education shall be provided to all employees affected by the change. The training and education shall include both an initial orientation and an ongoing program to remind employees and deepen their awareness of health and safety issues.

The Health & Safety training program shall include recognition and reporting of hazards, emergency procedures to be followed in the event of an accident and the employee/employer rights and responsibilities as provided in the Occupational Health and Safety Act.

Employee members of the Health and Safety Committee shall be entitled to a minimum of one paid leave per year to attend a health and safety training session approved by the Committee.

Section 2:

Whenever the Company recommends to employees for their protection the use of safety equipment which it does not supply free of charge, it will make such equipment available to the employee at cost, excepting safety shoes and boots. An employee will be supplied two pairs of safety shoes each year subject to a maximum Company contribution of \$65.00 for each pair. If an employee leaves the Company within twelve months of hiring, these will be chargeable to him at full cost. It is mandatory that safety shoes be worn during working hours.

Section 3:

The Company will supply free of cost twelve (12) hooded winter jackets to be assigned as mutually agreed.

Section 4:

The Company will arrange free chest x-ray examinations and pulmonary function tests as offered by the Ontario Department of Labour - Industrial Health Division.

Section 5:

The Company shall supply and maintain coveralls at no cost to the employees for the protection of their clothing which coveralls the employees are required to wear. A reserve supply of coveralls should be kept on hand for emergency situations.

Section 6:

- (a) A Joint Safety Committee shall be established. There shall be three representatives from each of the Company and Union. The Union shall select their members. This committee shall meet once each month on the Company premises. Those employees will be paid for regularly scheduled time lost.

A copy of the minutes to be given to the Union

- (b) A combined plant tour shall be conducted by the Company along with delegates from the Union Safety Committee not more than five days prior to the next scheduled Joint Safety Meeting.

The Company will be represented by a minimum of one or a maximum of two (2) from the following:

Works Manager, Factory Supervisor, Safety & Security Supervisor, Supervisor - Engineering Services.

The Union will be represented by a maximum of two from the Union Safety Committee.

Action recommended by the Joint Safety Committee shall be given priority by management.

Section 7:

Non-prescription safety glasses will be supplied at no cost to the employee.

Section 8:

An employee off work due to sickness or injury may be required to be examined by a company designated physician before returning to work when the nature of the sickness or injury may limit the employee's ability to perform all the duties of his job.

An employee is to be compensated at his regular hourly rate of pay for the time spent on such examination. Disagreements between the doctors shall be resolved by a third physician selected by the Company and the Union.

- 1) An employee who is unable to perform all the duties of his job and whose restriction is projected to continue for more than six (6) months shall be removed from his job. An effort shall be made to reach agreement with the Union on a special placement to an existing job which will not be in violation of his restriction. Failure to agree on a special placement shall result in the employee being laid off.
- 2) An employee who is unable to perform all the duties of his job and whose restriction is projected to continue for less than six (6) months, an effort will be made to utilize the employee where operational requirements permit.

An employee who cannot be provided employment and who becomes laid off will be considered on lay off status for seniority purposes.

Section 9:

An employee who becomes pregnant and who presents a note from her personal physician which restricts her work activities may request and will be allowed to go on voluntary lay-off status at any point prior to the sixth week before her anticipated delivery date. She will remain on voluntary lay-off status until that point and at such time she will be placed on Pregnancy leave in accordance with the provisions of the Employment Standards Act.

Upon her return she shall be reinstated to her previous position unless the position has been discontinued, in which case she will be given a comparable job.

ARTICLE XVI - BULLETIN BOARDS

Section 1:

The Union shall have a Bulletin Board made available for the sole purpose of Union notices of a non-controversial nature. Such notices before posting must be officially signed by an authorized representative of the Union and must have the approval of Plant Management.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1:

It is the desire of the parties hereto that grievances be processed and adjusted as promptly as possible and in order to effectuate the foregoing, it is agreed that the procedure be as follows:

Step 1:

Any employee having a complaint under this agreement shall present said complaint to his Supervisor for discussion within ten (10) working days of the occurrence of the event on which the complaint is based.

The employee's steward may be present for the discussion if the employee requests his presence. An answer will be given within two (2) days of the discussion. If the complaint is not appealed to the second step within seven (7) days, the answer will be final.

Step 2:

If the decision of the Foreman is not satisfactory to the Union or if the Foreman does not submit his decision within the time prescribed above, the Union may then submit within seven working days the grievance in writing to the Manager, Human Resources. The Manager, Human Resources, within seven (7) working days' notice from the Union shall discuss the grievance with the Grievance Committee (the aggrieved employees or employee may be present or otherwise at their option) and shall submit his decision in writing to the Union within the four (4) working days following the day on which the meeting was held with him to discuss the grievance.

Step 3:

If the decision of the Manager, Human Resources is not satisfactory to the Union or if the Manager, Human Resources does not submit his decision within the time prescribed above, the Union may then submit within seven (7) working days the grievance in writing to the Local Manager. The Local Manager, within seven (7) working days' notice from the Union shall discuss the grievance with the Grievance Committee (the aggrieved employees or employee may be present or otherwise at their option) shall submit his decision in writing to the Union within four (4) working days following the day on which the meeting was held with him to discuss the grievance.

Section 2:

If the decision of the Local Manager is not satisfactory to the Union or if the Local Manager does not submit his decision to the Union within the time prescribed above, the Union may, within fifteen (15) days following the day on which the grievances were discussed by the Union with the Local Manager refer the grievance to arbitration, the procedure in respect of such arbitration being as contained in Article XVIII next following.

Section 3:

Company Grievance- if the Company has a grievance it shall be taken up with the Plant Committee and if not settled satisfactorily the grievance shall proceed to arbitration under the provisions of Article XVIII.

ARTICLE XVIII - ARBITRATION

Section 1:

It is agreed that any alleged misinterpretation or violation of any of the provisions of this Agreement including any grievance which has been carried through the prescribed steps of the Grievance Procedure outlined in Article XVII, which has not been settled, will be referred to a Board of Arbitration at the written request of either the parties hereto, provided that such requests must be received not later than fifteen (15) days after the decision has been rendered as provided in Step 3 of the Grievance Procedure.

Section 2:

The Board of Arbitration will be composed of one person appointed by the Company, one person appointed by the Union, and a third party to act as Chairman of the Board, chosen by the other two members of the Board.

No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance. The Union and the Company shall within ten (10) days from the notice of Arbitration appoint its arbitrator. Each party shall forthwith give notice of such appointment to the other party. Should the person chosen by the Company and the Person chosen by the Union to act on the Board fail to agree on a third person within seven (7) days, then they will notify the Minister of Labour for the Province of Ontario and request him to select an impartial Chairman.

Section 3:

The Board of Arbitration shall not change or modify this Agreement or have any authority in the making of a new Agreement. They shall have authority to arbitrate only such wage rates as involve change in the method of new operations or new or changed jobs arising during the period of this Agreement.

Section 4:

The decision of a majority of the members of the Board shall be the decision of the Arbitration Board and shall be binding upon both parties.

Section 5:

Each of the parties hereto, will bear the expense of its appointee on the Board, and will jointly share the expenses if any, of the Chairman.

Section 6:

At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and relative records, and all reasonable arrangements will be made to permit the conferring parties to have access to the Plant to view the disputed operations and to confer with the necessary witnesses.

Section 7:

No matter may be submitted for arbitration which has not been carried through the prescribed steps of the grievance procedure as set forth in Article XVII.

ARTICLE XIX - NO STRIKE - NO LOCKOUT

Section 1:

The Union agrees that there shall be no strike, sit down, slowdown or work stoppage in this plant during the life of this Agreement. The Company will not engage in any lockout during the life of this Agreement.

ARTICLE XX - BEREAVEMENT PAY

Section 1 :

When death occurs in the immediate family of an employee which requires the employee to be absent from work, the Company will pay not to exceed three (3) days' pay (eight) 8 hours for each day at straight time, for scheduled working time lost as a result of such death. A fourth day, the day after the funeral, will be granted where the employee travels more than 500 miles to attend the funeral. For purposes of this section, a member of the immediate family is defined as - wife, husband, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister and grandchildren.

An employee who fails to attend the funeral of the deceased shall be ineligible for this benefit. However, the Company will provide one (1) day off with pay for mother, father, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, when not practical to attend the funeral.

In addition an employee will be granted one (1) day off with pay (eight (8) hours straight time pay) for scheduled working time lost as a result of attending the funeral for the employee's grandparents, spouse's grandparents brothers-in-law and sisters-in-law.

If such death occurs during an employee's vacation, arrangements should be made for the employee to receive the same number of days off with pay as he would have received under this section.

ARTICLE XXI - JURY/WITNESS

Section 1 :

An employee who has acquired seniority and who is required by law to serve as a juror or crown witness, shall be paid the difference between the fee he receives for such service and the amount of straight time earning lost by him by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week. For any day he receives jury or witness fee, he will not be required to perform his regular duties with the Company. Such compensation shall be payable only if the employee.

- 1) gives the Company prior notice of call for such service; and
- 2) presents proper evidence as to the service performed.

Employees working evening or midnight shift will be considered as if they were working day shift for purposes of this section.

ARTICLE XXII - PLANT RELOCATION

Section 1:

The Company agrees that in the event a decision is made to close or transfer its manufacturing operations or part thereof, to any other location in Canada, the Union would be advised within 30 days of making the decision.

The Company further agrees that it shall offer employment by seniority to employees affected by the transfer of operations to a new location, or closing of operations.

Section 2:

Any employee who is laid off because of transfer of operations or closing of operations, or does not wish to accept employment at a new location, and there are no job opportunities available at Clarkson Works shall be entitled to severance pay as follows:

- a) Employees with one to ten years of service will receive 40 hours pay per year of service at their respective straight time base rate.
- b) Employees with eleven or more years of service will receive 60 hours pay per year of service at their respective straight time base rate.

Section 3:

Any employee transferred under the provisions of this article, if the move is over 50 miles from Clarkson, shall be allowed a reasonable moving expense.

Section 4:

In the event of a plant closure, or partial plant closure which would involve a permanent workforce reduction of employees covered by this Agreement, the Company shall provide appropriate training to the affected employees for job vacancies covered by this Agreement at the Clarkson Plant which exist at that time, provided the employees have the basic qualifications required for the job vacancy.

In the case of an employee who does not qualify for a job vacancy as stated above, or in the event that no job vacancy exists, the Company will participate with the Union and the government in identifying training programs designed to prepare employees for outside employment opportunities.

This will occur only when an employee's recall rights have expired or they have waived their recall rights by accepting severance pay in accordance with Article XXII, Section 2.

The Company and the Union agree to assist the employee in identifying outside subsidies that may exist and assist the employee on qualifying for such subsidies.

Outside contractors shall not perform the duties of employees covered by the Agreement to the extent that the performance of such work will result in the lay off of any employees in the bargaining unit.

ARTICLE XXIII - DURATION OF AGREEMENT

This agreement shall become effective November 24, 1989, and remains in force and effect until 11:59 pm, on November 22, 1992 and from year to year thereafter, provided however, that either party may, not less than 60 (sixty) days nor more than ninety (90) days prior to the termination date hereof give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof. In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification.

ARTICLE XXIV - MISCELLANEOUS

Section 1 :

Letters of Agreement negotiated between the Company and the Union during the term of this Agreement shall, upon their execution between the Parties become part of the Agreement.

Section 2:

The Company agrees to print the Collective Agreement in pocket size form and the Union shall be supplied with 300 (three hundred) copies. It shall be the Union's responsibility to provide a copy to every union member and to those who later become a union member, the Company will pay 100% of the cost.

Section 3:

The Company agrees to discuss with the Union questionable areas of departmental responsibilities. This does not abrogate Article V - Section 1. These clarifications shall be publicized to all parties concerned, by Management memorandum.

Section 4:

The Company will make available the PPG Industries Inc. Blueprint Award Plan to all bargaining unit employees. The terms and conditions of the Plan are specified in the Plan Document provided by the Company, a copy of which has been given to the Union and is by reference incorporated as part of this Agreement and which will govern the operations of the Award Plan in all cases. The Union agrees that any changes to the terms of the Award Plan including, but not limited to, increases or decreases to the Award schedule and/or the right to terminate the Award Plan, are the prerogative of Management, cannot be made the subject of any grievance or arbitration and are not subject to negotiation during the term of the Collective Agreement.

Section 5:

The Company will make available the PPG Canada Inc. Employee Savings Plan to all bargaining unit employees. The terms and conditions of the Plan are specified in the Plan Document which will govern the operation of the Plan in all cases. The Union agrees that any changes to the terms of the Plan, including, but not limited to, increases or decreases to the level of benefits, and/or the right to terminate the Plan are the prerogative of Management, cannot be made the subject of any grievance or arbitration, and are not subject to negotiation during the term of the Collective Agreement.

Section 6:

For Tradesmen, Maintenance A and Maintenance B employees, the Company will replace those personal tools that are broken, worn or misplaced. It is understood that Tradesmen and Maintenance A and B employees will exercise reasonable care in maintaining their tools.

Section 7:

In WITNESS WHEREOF, the parties hereto have caused these present to be executed this 1st day of November 1989.

Executed on behalf of:

ENERGY & CHEMICAL WORKERS UNION

LOCAL 200

A. Rossell M. Gourlay

J. Kane J. Duerden

Executed on behalf of:

PPG CANADA INC.

COATINGS AND RESINS GROUP, CLARKSON, ONTARIO

S. Holler W. Hall

L.P. Abernathy D. Scapillati

NOTES ON CLASSIFICATION

1. Leadhands shall not be bid jobs. Their selection shall be at the Company's discretion. The following will be considered:
 - a) Seniority
 - b) Ability to perform all duties of the classification.
 - c) Ability to instruct and co-ordinate the activities of fellow employees.
2. a) Maintenance Helper will be the normal posted entry point. The Helper will automatically progress to Maintenance "B" six (6) months after completion of probation and will be open to review for possible progression to Maintenance "A" six (6) months after becoming a Maintenance "B". If there are no qualified candidates for the Maintenance Helper posting the Company may hire to fill the vacancy.
 - b) Reference Maintenance Tradesman position - if there are no qualified candidates the Company may hire to fill the position.
3. A new employee shall be paid at a rate of ten (10) cents per hour lower than the rate of the group he is employed in for the first sixty (60) working days of his employment.
4. Leadhand shall be responsible for:
 - a) Checking of tools in and out of the department and recording loss or damage of same.
 - b) Distributing the work as directed by the foreman.
 - c) Co-ordinating the job assigned by the foreman.
5. The Classification of Truck Driver-PartTime Stock Handler shall not be a bid classification but shall be progressed to from the Stock Handler-PartTime Truck Driver Classification, providing that there are qualified candidates.

If there are no qualified candidates in this classification, then it shall be open to plant wide bidding. If there are no qualified candidates, the company may hire to fill the position.
6. When a Stock-Handler-PartTime Truck Driver is required to drive a Company delivery truck more than one consecutive hour in one day, he shall receive Truck Driver rate for all such driving hours in that day.
7. RE: **STUDENT WAGES**
Rate "A" First Time Student
Rate "B" Returning Student

Only Returning Student shall be paid Statutory Holidays, excluding Employee's Birthday.

SCHEDULE "A"

WAGE SCALE

JOB CLASSIFICATION	HOURLY RATE		
	Effective 11/6/89	Effective 11/26/90	Effective 11/25/91
MAINTENANCE DEPARTMENT			
	<i>(246.80)</i>		
Tradesman Leader	16.17	17.04	17.94
*Tradesman	15.72	16.59	17.49
Maintenance A	14.72	15.59	16.49
Maintenance B	14.57	15.44	16.34
*Maintenance Storekeeper	14.57	15.44	16.34
*Helper	14.34	15.21	16.11
STRIPPING - POLISHING DEPT.			
	<i>(204.00)</i>		
S/P Plant Leader	15.10	15.97	16.87
*S/P Plant Operator	14.65	15.52	16.42
PAINT DEPARTMENT			
	<i>(590.00)</i>		
Batch Processor Leader	14.75	15.62	16.52
*Batch Processor	14.45	15.32	16.22
Pre-Assembler Leader	14.75	15.62	16.52
*Pre-Assembler	14.45	15.32	16.22
Mill Operator Leader	14.75	15.62	16.52
*Mill Operator	14.45	15.32	16.22
Filling Leader	14.63	15.50	16.40
*Filler	14.33	15.20	16.10
Lye Room Leader	14.70	15.57	16.47
*Lye Room Operator	14.40	15.27	16.17
Production Janitor	13.95	14.82	15.72

SHIPPING DEPARTMENT

59 a 23

Shipping Leader	14.82	15.69	16.59
Warehouse Operator	14.37	15.24	16.14
Truck Driver-Part Time Stock Handler Class A	14.95	15.82	16.72
Class D	14.56	15.43	16.33
Stock Handler-Part Time Truck Driver Class A	14.72	15.59	16.49

RECEIVING DEPARTMENT

Receiver - Storekeeper Leader	14.82	15.69	16.59
Receiver-Storekeeper	14.37	15.24	16.14
Stock Handler-Part Time Truck Driver Class A	14.37	15.24	16.14
** Student A	11.06	11.06	11.06
** Student B - Returnees	11.16	11.16	11.16

* POSTED POSITIONS

** SUMMER STUDENTS - In addition to the above, summer students will be paid an amount equal to \$0.75 per hour for all hours worked until the date agreed to by the Company and the student at the beginning of the summer employment. Such amount will also be paid in the event the summer student is terminated by the Company prior to the agreed date, unless terminated for proper cause.

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1991

JANUARY							FEBRUARY							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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APRIL							MAY							JUNE						
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